

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Health

**SR2023-1848**

**DATE:** August 22, 2023, 10:00 a.m.

**REQUESTED ACTION:**

Council approval for County Manager to sign the sole source contract with Forensic Pathology Services (FPS). SR151-23 (Public Health SR2023-1842), previously approved on 8/1/23, and the final contract is attached for reference.

  X   Consent           Hearing           County Manager  
\* If approved, County Manager will sign contract via DocuSign.

**BACKGROUND**

FPS will provide interim forensic pathologist staffing to ensure the timely completion of applicable medical examiner duties outlined RCW Chapter 68.50. The initial contract period is one (1) year with the ability to extend up to three (3) one (1) year periods.

Annual contract costs are estimated to be \$660,000 to \$780,000. Vacancy savings from the soon-to-be vacant Chief Medical Examiner and vacant Associate Medical Examiner positions is approximately \$566,000 (2024 baseline budget). Net cost is approximately \$94,000 to \$214,000.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

*\*See attached SR151-23 (Public Health SR2023-1842) for reference.*

YES	NO	
X		Operating Budget Impacts
	X	Capital Budget Impacts
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
X		Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Dollar Amount	
Fund	0001; General Fund
Cost Center	CC178, Medical Examiner
BASUB	BS630000 Coroner/Medical Examiner
Program	PG0141, Death Investigations

**DISTRIBUTION:**

Council staff will post all Consent/Separate Business/Hearing staff reports to The Web.

<https://www.clark.wa.gov/council-meetings>

*Holly Barnfather*

08/21/23

Holly Barnfather  
Management Analyst, Senior

*Alan Melnick*

08/21/23

Dr. Alan Melnick  
Public Health Director

Primary Staff Contact Name and Extension: Roxanne Wolfe Ext. 8231

APPROVED: 

CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: Aug 22, 2023

SR# 175-23

APPROVED: \_\_\_\_\_

Kathleen Otto, County Manager

DATE: \_\_\_\_\_



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Details included in approved SR151-23 (Public Health SR2023-1842) and attached for reference.

Part II: Estimated Revenues

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
		GF	Total	GF	Total	GF	Total
		135,727		214,000		214,000	
Total		135,727		214,000		214,000	

III. B – Expenditure by object category

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	(189,273)		(566,820)		(566,820)	
Contractual	325,000		780,000		780,000	
Supplies						
Travel						
Other controllables						
Capital Outlays	135,727		213,180		213,180	
Inter-fund Transfers						
Debt Service						
Total	135,727		213,180		213,180	

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Health, Office of the Medical Examiner

**DATE:** August 1, 2023

**SR2023-1842**

**REQUESTED ACTION:**

Clark County Council approval of sole source contract with Forensic Pathology Services (FPS) to provide interim forensic pathologist staffing to ensure the timely completion of applicable medical examiner duties outlined RCW Chapter 68.50 and necessary budget capacity.

\_\_\_\_\_ Consent    \_\_    \_\_ Hearing    \_\_\_\_\_ County Manager

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### BACKGROUND

Forensic pathologists are trained physicians who investigate deaths, perform autopsies, and determine the cause and manner of death for cases meeting jurisdictional criteria outlined in RCW 68.50.010. Due to an aging workforce and problems recruiting and retaining these trained professionals, the United States is experiencing a severe shortage of forensic pathologists.<sup>1</sup> The surge of opioid overdose deaths is contributing to increased demand, and when coupled with pathologist retirements and career shifts, the national annual pathologist fellowship cohorts are insufficient in number to keep pace with a sustained workforce environment where demand for services exceeds the supply of available physicians.<sup>1</sup>

FPS is a national consulting firm specializing in providing contractors that perform forensic autopsies, external examinations, and autopsy assistant services. If approved, the service contract with FPS will support Clark County's ability to complete high-quality forensic exams and cause and manner determinations for jurisdictional deaths occurring in Clark, Skamania, and Klickitat counties and ensure surviving friends and families of decedents can move forward disposition arrangements. Forensic Pathology Services will ensure providers to perform specific work duties, including, but not limited to, forensic autopsies and external examinations while the office continues to recruit for both the Chief and Associate Medical Examiner positions. Contract pathologist services will support CCMEO's ability to deliver critical evidence and service to our allied law enforcement partners and prosecuting attorney offices.

In the event we are unable to contract for adequate forensic pathology services, the County will incur a backlog of cases awaiting examination and death determinations which will result in delays for next of kin and in some circumstances, will impede the prosecuting attorney's ability to file criminal charges for cases where suspicious death is indicated.

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<sup>1</sup> Association of State and Territorial Health Officials (ASTHO). October 2021. Reducing Forensic Pathologist Shortages: Funding: Issue Brief.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Operating Budget Impacts
	X	Capital Budget Impacts
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
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**BUDGET DETAILS**

Dollar Amount	
Fund	0001, General Fund
Cost Center	CC178, Medical Examiner
BASUB	B5630000 Coroner/Medical Examiner
Program	PG0141, Death Investigations

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Andrea Pruett  
Community Health Director



Dr. Alan Melnick  
Public Health Director

Primary Staff Contact Name and Extension: Andrea Pruett, (360) 946-8363

APPROVED: Karen Dill Baker  
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: Aug. 1, 2023

SR# 151-23

KM

APPROVED: \_\_\_\_\_  
Kathleen Otto, County Manager

DATE: \_\_\_\_\_



## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Annual contract costs are estimated to be \$660,000 to \$780,000. Vacancy savings from the soon-to-be vacant Chief Medical Examiner and vacant Associate Medical Examiner positions is approximately \$566,000 (2024 baseline budget). Net cost is approximately \$94,000 to \$214,000. Budget impact section is displaying the projected maximum exposure. The vacancy savings figure does not include impacts from the Baker Tilly compensation study.

### Part II: Estimated Revenues

Fund #/Title	2023 Annual Budget		2024 Annual Budget		2025 Annual Budget	
	GF	Total	GF	Total	GF	Total
0001, General Fund						
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

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<b>Total</b>		<b>135,727</b>		<b>214,000</b>		<b>214,000</b>	

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Other controllables						
Capital Outlays	135,727		213,180		213,180	
Inter-fund Transfers						
Debt Service						
<b>Total</b>	<b>135,727</b>		<b>213,180</b>		<b>213,180</b>	

[illegible]

BUDGET OFFICE APPROVAL

07/28/23

Substrate

Duke



# SOLE SOURCE CONTRACT POLICY

All contracts are subject to competitive processes established under federal or state law and the Clark County Charter, as applicable, except as detailed below. No sole source contract, outside of the exceptions listed within this policy, may be executed unless it has been authorized by Clark County Council resolution.

## PURPOSE:

The policy applies to all sole source contracts. The County has adopted a uniform standard when entering into sole source contracts in order to avoid any appearance of unfair practices, and to comply with all state and federal requirements. Insofar as practicable, all purchases of goods or services must be based on a competitive solicitation process, as applicable. Sole Source is used on an exception basis when an RFP or RFQ is not possible or appropriate. The department must first complete the Request for Sole Source Procurement form, Exhibit A, as the first step.

## OVERVIEW OF APPLICABLE LAW:

[RCW 39.26.010](#) (23) defines “sole source contracts” as agreements with a “contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services.”

The following are exemptions to the competitive bidding process, notwithstanding the County departments may elect to go out for solicitation:

- a.) [RCW 39.04.280](#) (sole source suppliers, public works during emergencies, purchase of insurance or bonds, purchases involving special facilities or market conditions);
- b.) [RCW 36.32.245](#) (public defender services);
- c.) [RCW 39.30.045](#) (purchases at auctions).
- d.) Contracts awarded to companies that furnish a service where the tariff is established by the utilities and transportation commission or other public entity;
- e.) Purchases from master contracts established by the State or other public agency pursuant to [RCW 39.34.030\(5\)](#);
- f.) Intergovernmental agreements awarded to any governmental entity, whether federal, state or local and any department, division, or subdivision thereof pursuant to [RCW 39.34.030-040](#); and
- g.) Client services contracts defined in [Chapter 16](#).
- h.) Professional service agreements, excluding Architect, Engineering, Telecommunication, and Software agreements, are not subject to any state law solicitation requirement. All professional service contracts are subject to county policy requirements adopted by the Council.

## PROCESS:

In order to demonstrate that a contract may be executed without a competitive solicitation, the Request for Sole Source Procurement form, Exhibit A, will be completed by the department and signed by the department Director. If there is a question whether or not the contract may be executed without competitive solicitation, the assigned Prosecuting Attorney for the contracting department will be contacted.

If a department concludes that a sole source contract is justified and necessary, a Staff Report will be completed and will serve as a notice of intent to award a sole source contract. This notice will be posted to the BOCC grid. The Staff Report will include the information included in the completed Request for Sole Source Procurement form, as well as:

- 1) A description of the purpose and scope of the contract.
- 2) The projected contract value.
- 3) The period of performance, including options for extensions.
- 4) Process for contractor inquiries or responses, including timelines and requirements.

The deputy prosecuting attorney assigned to the department requesting a sole source contract will prepare a resolution for the BOCC authorizing the County Manager to sign the sole source contract. If possible a finalized contract should accompany the staff report.

# Exhibit A



## REQUEST FOR SOLE SOURCE PROCUREMENT

Clark County Requestor: Andrea Pruett, Community Health Director

Department: Public Health, Office of the Medical Examiner

Date: 08/01/2023

This is a request for approval for a Sole Source Procurement of goods and/or services for the reasons described below:

1. Vendor information:

Vendor Name: Forensic Pathology Staffing (FPS)  
Street Address: 4001 South Decatur Boulevard, Suite 37-227  
City, State, ZIP: Las Vegas, Nevada 89103  
Phone Number: (702) 608-5375  
Email Address: [Info@forensicpathologystaffing.com](mailto:Info@forensicpathologystaffing.com)

2. Item/service to be purchased:

Clark County Office of the Medical Examiner is requesting the purchase of board-certified, licensed forensic pathologist contractors to investigate deaths, perform forensic exams and complete technical reports to determine the cause and manner of death for cases meeting jurisdictional criteria outlined in RCW 68.50.010. Contract pathologist services also include providing depositions and expert testimony for cases tied to civil and criminal legal proceedings as needed.

3. Reason for sole source procurement:

- ☐ The good/service is a one-of-a-kind or proprietary product. Features may include: rights in data, patient rights, copyrights, or similar circumstances, including software maintenance and support services procured from the proprietary owner of the software.
- ☐ The product is only available from a legal monopoly (such as utility services) or mass media services (e.g. newspapers, journals, television, radio, or billboards) only when no comparable competition exists for reaching the target audience with the intended media type.
- ☒ The product is a component of an existing system that is only available from one supplier.
- ☐ Contracts where the vendor is specifically required by a grant or legislation.
- ☐ This is a purchase of a bond or insurance.
- ☐ Used goods to include equipment, vehicles and furniture only when no competition exists.

APPROVED BY:

Amanda Mitchellorink  
Prosecuting Attorney Signature

07/31/23  
Date

Priscilla Ricci  
Purchasing Department Signature

07/31/23  
Date

Roxanne Wolfe  
Department Director Signature

07/31/23  
Date

**Professional Service Agreement****HDC.2133**

between

**CLARK COUNTY**

P.O. Box 9825, Vancouver, WA 98666

and

**FORENSIC PATHOLOGY SERVICES, LLC**

4001 South Decatur Boulevard, Suite 37-227, Las Vegas, NV 89103

Service Description: Forensic Pathology Services to provide forensic pathologist staffing to ensure the timely completion of applicable medical examiner duties as outlined in RCW chapter 68.50.

Supplier Contract Number: SCN00002784

Contract Name: CCPH FPS ME Services HDC.2133

Contract Period: August 16, 2023-August 15, 2024

Total Contract Amount: \$780,000.00

County Contacts		
Program	Fiscal	Contract
Andrea Pruett 360.946.8363 <a href="mailto:Andrea.Pruett@clark.wa.gov">Andrea.Pruett@clark.wa.gov</a>	Josh Gossage 564.397.8102 <a href="mailto:Josh.Gossage@clark.wa.gov">Josh.Gossage@clark.wa.gov</a>	Holly Barnfather 360.949.6965 <a href="mailto:GCT@clark.wa.gov">GCT@clark.wa.gov</a>

Contractor Contacts		
Program	Fiscal	Contract
Giovanni Trilleras 702.608.5375 <a href="mailto:gtrilleras@forensicpathologystaffing.com">gtrilleras@forensicpathologystaffing.com</a>	Giovanni Trilleras 702.608.5375 <a href="mailto:gtrilleras@forensicpathologystaffing.com">gtrilleras@forensicpathologystaffing.com</a>	Giovanni Trilleras 702.608.5375 <a href="mailto:gtrilleras@forensicpathologystaffing.com">gtrilleras@forensicpathologystaffing.com</a>

By signing below, Clark County, hereinafter referred to as "County," and Forensic Pathology Services, LLC, hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

**CONTRACTOR:****CLARK COUNTY:**

Giovanni Trilleras 08/16/23  
 \_\_\_\_\_  
 Giovanni Trilleras Date  
 Chief Executive Officer

\_\_\_\_\_  
 Kathleen Otto Date  
 County Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 08/16/23  
 \_\_\_\_\_  
 Amanda Migchelbrink Date  
 Deputy Prosecuting Attorney

## TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning August 16, 2023, and ending August 15, 2024. County reserves the right to extend the contract three (3) one (1) year periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. The county shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$780,000.00 without prior approval of the County. This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the County is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract.
4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If an agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previously published twelve (12) month period at the time of renegotiation.
5. Termination. The County may terminate this Contract immediately, in part or in whole, upon any breach by the Contractor in the duties of the Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to the Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination, the Contractor will provide all work products and working documents developed within the effective term of the contract.

6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

6.1. It is expressly acknowledged by the parties that County and Contractor are independent contracting parties, and Contractor shall be deemed, always, to be an independent contractor and not an employee of Clark County. Nothing in this contract shall be construed to create a principal/agent, employer/employee, partnership, or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this contract.

6.2. County and Contractor agree that any M.D., D.O., or associated consultant of any kind presented to County is a contractor of Contractor (Forensic Pathology Staffing, LLC).

6.3. County and Contractor agree that all payments due to contractors of Contractor (Forensic Pathology Staffing, LLC) will be the responsibility of Contractor. All medical, healthcare, or clinical decisions or actions shall be solely those of the contractors.

7. Indemnification/Hold Harmless. The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of, or resulting from the negligent acts, errors, or omissions of the Contractor in the performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

8. Wage and Hour Compliance. The contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County

free, clear, and harmless from all actions, claims, demands, and expenses arising out of the said act and the rules and regulations that are or may be promulgated in connection therewith.

9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other forms of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in the performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, Exhibit B, Service Description Fee Schedule, Exhibit C, Invoice Example, and Exhibit D, Special Terms and Conditions. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
12. Changes. The county may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which is mutually agreed upon by and between the County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.
13. Public Records Act. Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. The contractor further agrees that upon receipt of any written public record request from the public to the Contractor, the Contractor shall, within two business days, notify County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.



14. Governing Law. This contract shall be governed by the laws of the State of Washington. The venue for any litigation shall be the Superior Court for the State of Washington in Clark County, Washington.
15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
17. Insurance.
- 17.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.
- 17.2. Professional Liability. The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of its errors and omissions. Such insurance shall provide a minimum of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory with respect to the Contractor.
- 17.3. Automobile. If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The

policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, a combined single limit for bodily injury liability, and property damage liability with a \$1,000,000 annual aggregate limit. If vehicles are not used, the Contractor shall, on letterhead, provide a letter to County stating the same.

- 17.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The contractor hereby waives its own right of recovery against the County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 17.5. Worker's Compensation. As required by the industrial insurance laws of the State of Washington.
- 17.6. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
18. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
19. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure

event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

20. Debarment or Exclusion. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, the Contractor certifies that no employee or subcontractor of the Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.
21. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

## **EXHIBIT A STATEMENT OF WORK**

### **1. Background/Overview**

Forensic pathologists are trained physicians who investigate deaths, perform autopsies, and determine the cause and manner of death for cases meeting jurisdictional criteria outlined in RCW 68.50.010. Due to an aging workforce and problems recruiting and retaining these trained professionals, the United States is experiencing a severe shortage of forensic pathologists.

Contractor (Forensic Pathology Services, LLC) is a national consulting firm specializing in providing contractors that perform forensic pathology services and consultation on all aspects of the Medical Examiner & Coroner system. Contractor will, to the best of their ability, support County's ability to complete high-quality forensic exams and cause and manner determinations for investigations and jurisdictional deaths occurring in Clark, Skamania, and Klickitat counties.

### **2. Contractor Responsibilities**

2.1. Contractor agrees to present board-certified Forensic Pathologists and other certified technical support staff for consideration in performing duties outlined in Exhibit B: Service Description Fee Schedule. County is responsible for determining whether a Forensic Pathologist presented by Contractor meets professional criteria for contract work. Contractor will include the following information as part of a referral packet for each staffing recommendation:

- 2.1.1. Current Curriculum Vitae (CV)
- 2.1.2. Professional references (minimum 3)
- 2.1.3. National Forensic Pathology Board Certificate
- 2.1.4. Proof of Washington DO/MD licensure in good standing.

2.2. Contractor will, to the best of their ability, work to schedule a minimum three (3) days of contract pathologist staffing per week in partnership with the Office of the Medical Examiner's Operations Manager. Actual days in the office will depend on the caseload needs, as presented to the Contractor (Forensic Pathology Services, LLC) via weekly email updates from County. Contractor will prioritize advance scheduling (3–6-month forecasting) where possible using a collaborative County calendar designed and maintained by Contractor.

- 2.3. Contractor (Forensic Pathology Services, LLC) contractors performing services under this agreement shall be required to complete all autopsy reports and supporting documentation within 60 days from the date of an autopsy exam unless unforeseen or reasonable case-related circumstances prevent completion within 60 days.

### 3. County Responsibilities

- 3.1. Review staffing recommendation materials for each forensic pathologist referral and decide to accept or decline pathologist services prior to initiation of any service(s) outlined in Exhibit A, Section 2.1. County will review referral packet materials, review relevant Brady listservs, contact professional references, and work with Contractor to schedule phone and video conferences with referred pathologists as needed to determine placement eligibility.
- 3.2. Provide Contractor (Forensic Pathology Services, LLC) contractors with all necessary tools, space, equipment, information, and length of time to perform expected work duties.
- 3.3. Treat all Contractor's contract pathologists with standards of professionalism and respect outlined in section 13.0 of the Clark County Human Resources manual, with an emphasis on creating a welcoming and supportive work environment designed to promote high-quality professional relationships and associated work products.
- 3.4. Reimburse Contractor for all services rendered in accordance with service rates detailed in Exhibit B.
- 3.5. Provide Contractor and contract pathologists with monthly status reports, including information on pending cases and associated deliverables to ensure compliance with National Association of Medical Examiners (NAME) accreditation standards and any timelines associated with prosecuting attorney office priorities.
- 3.6. Provide Contractor and contract pathologists with weekly advance planning communications to determine priorities for cases pending exams, including, but not limited to preparations for toxicology, imaging, exam type, and exam order.
- 3.7. To the greatest extent possible, prioritize remote VPN log-in capabilities for established, primary rotating contract pathologists.

**EXHIBIT B**  
**SERVICE DESCRIPTION FEE SCHEDULE**

<b>Service Description</b>	<b>Rate (No County Staffed FTE / Pathologists)</b>
Basic Post-mortem (Autopsy) Exam + Report – includes coordination with investigators, primary exam, microscopic exam (if needed), review of records, discussion of findings, decedent identification as needed, staff consultation, and pathologist opinion on cause and manner of death	\$1,800 per case
External Exam + Report - includes coordination with investigators, mileage to and from CCMEQ morgue, exam	\$1,000 per case
Homicides/Suspicious Deaths	\$3,000 per case
Infant/Toddler Deaths	\$3,000 per case
Expert witness testimony	\$600 per hour
Depositions (Zoom when possible)	\$600 per hour
Mileage	Current GSA Rate Submit receipts and other required documentation with each invoice.
Main Cabin Airfare	Reimbursed at Cost Submit receipts and other required documentation with each invoice.
Hotel/Lodging	Reimbursed at Cost Submit receipts and other required documentation with each invoice.
Annual COI Holder Fees	Reimbursed at Cost Submit receipts and other required documentation with each invoice.

# EXHIBIT C INVOICE EXAMPLE

**Clark County Public Health**

P.O. Box 9825

Vancouver, WA 98666-8825

564.397.8473

[CHAP@clark.wa.gov](mailto:CHAP@clark.wa.gov)**Contractor Business Name**

Contractor Address

Contractor Address

Contractor Phone number

Contractor email

**Invoice #**

Date	Reference	Charges	Credits	Balance
1/15/2021	Service Description: XXX, under agreement Supplier Contract Number: SCN0000XXXX.			
	<b>Period: Dec-20</b>			
	XXX	\$ 2,400.00		\$ 2,400.00
	XXX	\$ 350.00		\$ 350.00
	XXX	\$ 7,500.00		\$ 7,500.00
	XXX	\$ 8,333.33		\$ 8,333.33
	Admin			
	Other			
	<b>TOTAL DUE :</b>	<b>\$ 18,583.33</b>		<b>\$ 18,583.33</b>

Include backup documentation requested in contract.

January 15, 2021

Contact Person Name, Contact Person Title

Date

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

1. Access, Monitoring, and Inspections. Applicable for contracts that impact public fees.
  - 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
  - 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review, or audit by the County, federal, or state officials during the performance of a Contract with the County and during the period of document retention.
2. Fair Housing and Non-discrimination. Applicable for contracts that involve participant housing, including isolation and quarantine facilities.
  - 2.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
  - 2.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
3. Prevailing Wage. Applicable for public works contracts, such as janitorial, landscaping, maintenance, repairs, construction, etc.
  - 3.1. This Clark County Public Health contract requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.
    - 3.1.1. The effective date for prevailing wages on this project will be the prime contractor's bid due date with these exceptions:
      - 3.1.1.1. If the project is not awarded within six (6) months of the bid due date, the award date is the effective date.
      - 3.1.1.2. If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
      - 3.1.1.3. Janitorial contracts follow WAC 296-127-023.



- 3.2. For janitorial contracts, the rates require annual (contract year) updates with Intent and Affidavit filings.
- 3.3. Look up the prevailing rates of pay, benefit, and overtime codes from this link:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
- 3.4. For prevailing wage questions, contact the Dept. of Labor and Industries at [PW1@lni.wa.gov](mailto:PW1@lni.wa.gov) or 360-902-5335.
- 3.5. Required Prevailing Wage Documents:
  - 3.5.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each firm covered under RCW 39.12 that provided Work and materials for the Contract:
    - 3.5.1.1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” required by RCW 39.12.040. The County will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.
    - 3.5.1.2. A copy of an approved “Affidavit of Prevailing Wages Paid”, required by RCW 39.12.040. The Contracting Agency will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms provided.
    - 3.5.1.3. The contractors and subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.
    - 3.5.1.4. The Contractor shall be responsible for any form filing fees required by L&I.
- 3.6. Prevailing Wage Unit-priced Contract.
  - 3.6.1. Time. The contract shall be effective beginning START DATE. The contract term shall not exceed one (1) year. The county reserves the right to extend the contract for an additional one (1) year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
4. Federal Certifications and Assurances. Applicable for contracts that use \$0.01 or greater of federal funds 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
  - 4.1. Equal Employment Opportunity
    - 4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4.1.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.1.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.8. The contractor will include the provisions of paragraphs (1.1) through (1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 4.2. Davis Bacon Act and Copeland Anti-Kickback Act

- 4.2.1. The Contractor shall pay their laborers and mechanics minimum wage rates not less than once a week in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)) as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.
- 4.2.2. In addition to the federal wage rate requirements referenced in the section above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.
- 4.2.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by uploading the following documents to the Washington Department of Labor and Industries web portal:
  - 4.2.3.1. A "Statement of Intent to Pay Prevailing Wage" at the start of the project.
  - 4.2.3.2. An "Affidavit of Wages Paid" at the end of the project with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.
- 4.2.4. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 4.2.5. The contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 4.2.6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 4.3. Contract Work Hours and Safety Standards Act

- 4.3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 4.3.3. Withholding for unpaid wages and liquidated damages. Clark County Public Health) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4.3.4. Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.
- 4.3.5. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 4.4. Clean Air Act and the Federal Water Pollution Control Act

4.4.1. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

4.4.1.1. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.1.2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 4.4.2. Federal Water Pollution Control Act

4.4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 4.5. Debarment and Suspension

4.5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.5.3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 4.5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 4.6. Byrd Anti-Lobbying Certification

- 4.6.1. Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4.7. Procurement of Recovered Materials

- 4.7.1. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4.7.2. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

4.7.2.1. Competitively within a timeframe providing for compliance with the contract performance schedule

4.7.2.2. Meeting contract performance requirements; or

4.7.2.3. At a reasonable price.

4.7.3. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### 4.8. Access to Record

4.8.1. The contractor agrees to provide Clark County Public Health, any federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

4.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.8.3. The contractor agrees to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### 4.9. Federal Seal, Logo, and Flags

4.9.1. The contractor shall not use federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval.

#### 4.10. Compliance with Federal Law, Regulations, and Executive Orders

4.10.1. This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

#### 4.11. No Obligation by Federal Government

4.11.1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### 4.12. Program Fraud and False or Fraudulent Statements or Related Acts

4.12.1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4.13. Rights to Inventions Made Under a Contract or Agreement

4.13.1. When applicable, the contractor must comply with 37 CFR Part 401 - RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS.

5. Federal Acquisition Regulation/E-Verify. Applicable for contracts that are \$25,000 or more.

5.1. Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this contract and shall verify employment eligibility using the E-Verify website throughout the term of this contract.

5.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this contract start date.

5.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to perform work under this contract.

5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

6. Adequate COVID-19 Safety Protocols. Applicable for federally funded contracts that are over the simplified purchase acquisition threshold (\$250,000 or more).

6.1. If applicable, Contractor shall, for the duration of the contract, comply with the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors and Guidance on COVID- 19 Workplace Safety for Federal Contractors. This clause shall apply to any workplace locations, as specified by the Task Force Guidance, in which an individual is working on or in connection with a Federal Government contract or subcontract (at any tier).



7. County-Issued Equipment or Device. Applicable to contracts when the contractor will be receiving County-owned equipment or devices to complete the contracted work.

- 7.1. Contractor agrees to take proper care of all equipment or devices issued by the County. Mobile computing, telecommunications, and storage devices include but are not limited to laptop computers, flash drives, external hard drives, cell phones, or any legacy, existing, or future technologies that may be used for mobile computing, telecommunications, or data storage. Upon contract termination or end date, Contractor will return all County property in proper working order within (3) three business days. Contractor agrees that mobile computing, telecommunications, and storage devices should only be used for conducting County business associated with the contract.

- 7.2. Contractor is required to:

- 7.2.1. Have a password in place on all devices that can be password-protected.

- 7.2.2. Take reasonable precautions to protect County hardware, software, and information from theft, damage, and misuse. This includes but is not limited to ensuring that the equipment is securely stored whenever it is not in use; remaining in the possession of the devices as carry-on luggage when the employee is traveling by plane, train, or bus.

- 7.2.3. Immediately report to County the loss or theft of mobile computing, telecommunications, and storage devices by contacting the Program Manager contact listed in this contract.

- 7.2.3.1. If the equipment has been stolen, report the theft to appropriate local law enforcement agencies and submit the report to the Program Manager listed above.

- 7.2.4. Connect networkable devices to the County network at least once per month for inventory and maintenance purposes.

- 7.2.5. Refrain from installing software applications without proper approval.

- 7.2.6. Make the devices available to County IS, Telecommunications, or Program Manager upon request.

- 7.3. Any time a networkable mobile computing device is absent from the network for one month, County will inform the Contractor that it has been identified as missing and needs to be produced for maintenance within three business days. After that time, if the computing device has not been presented, the following steps will be taken:

- 7.3.1.1. County access, permissions, and privileges assigned to the device will be removed, or disabled.

- 7.3.1.2. Contractor will be required to surrender all County devices within (3) three business days.

- 7.4. Upon contract expiration or termination Contractor must surrender all County issued mobile computing, telecommunications, and storage devices for which they are responsible.
- 7.5. Contractor will be held financially responsible for lost or damaged equipment or devices and accessories.
- 7.6. Contractor's failure to return equipment or devices as required within (3) three business days will be considered theft and County may pursue any and all legal remedies.

**Certificate Of Completion**

Envelope Id: 64026CB2D6274B2BBBF41739BD351A16  
 Subject: DocuSign: SR2023-1848 FPS CM Approval Contract Term  
 Source Envelope:  
 Document Pages: 34  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Holly Barnfather  
 1300 Franklin St  
 Vancouver, WA 98660  
 holly.barnfather@clark.wa.gov  
 IP Address: 64.4.184.5

**Record Tracking**

Status: Original  
 8/21/2023 10:13:54 AM

Holder: Holly Barnfather  
 holly.barnfather@clark.wa.gov

Location: DocuSign

**Signer Events**

Holly Barnfather  
 Holly.Barnfather@clark.wa.gov  
 Grant and Contract Management Analyst, Senior  
 Clark County, WA  
 Security Level: Email, Account Authentication  
 (None)

**Signature***Holly Barnfather*

Signature Adoption: Pre-selected Style  
 Using IP Address: 64.4.184.5

**Timestamp**

Sent: 8/21/2023 10:46:45 AM  
 Viewed: 8/21/2023 10:46:59 AM  
 Signed: 8/21/2023 10:47:11 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/6/2022 1:44:45 PM  
 ID: 4165e686-f44f-4600-91b7-0e41ec27c658

Alan Melnick  
 Alan.Melnick@clark.wa.gov  
 Public Health Director  
 Clark County Public Health  
 Security Level: Email, Account Authentication  
 (None)

*Alan Melnick*

Signature Adoption: Pre-selected Style  
 Using IP Address: 64.4.181.104

Sent: 8/21/2023 10:47:13 AM  
 Viewed: 8/21/2023 10:47:50 AM  
 Signed: 8/21/2023 10:48:16 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/13/2017 11:12:37 AM  
 ID: 651822e5-b74c-4c64-862c-d03573dd80b8

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Doreen Gunderson  
 Doreen.Gunderson@clark.wa.gov  
 Clark County, WA  
 Security Level: Email, Account Authentication  
 (None)

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Sent: 8/21/2023 10:48:18 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

### Carbon Copy Events

GCT Inbox

CntyHealthGrantContract@clark.wa.gov

Public Health Director

Security Level: Email, Account Authentication  
(None)

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Rebecca Messinger

Rebecca.Messinger@clark.wa.gov

Security Level: Email, Account Authentication  
(None)

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Accepted: 8/17/2023 10:43:33 AM  
ID: 1936982e-6ac4-420e-a047-16126848277e

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Roxanne Wolfe

Roxanne.Wolfe@clark.wa.gov

Investigation and Response Director

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 8/29/2018 1:14:47 PM  
ID: 20e3915a-9027-4c3f-b88c-94dbb3096b44

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### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

8/21/2023 10:46:45 AM

Certified Delivered

Security Checked

8/21/2023 10:47:50 AM

Signing Complete

Security Checked

8/21/2023 10:48:16 AM

Completed

Security Checked

8/21/2023 10:48:19 AM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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